

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

SHERI SHAW,)	
)	
Plaintiff,)	CASE NO. 3:19-cv-00242
)	
v.)	
)	
PAYPAL, INC. d/b/a)	
BILL ME LATER, INC.,)	
)	
Defendant.)	

JOINT MOTION TO STAY PROCEEDINGS IN FAVOR OF ARBITRATION

COME NOW Plaintiff Sheri Shaw (“Plaintiff”) and Defendant Bill Me Later, Inc. (incorrectly identified as “PayPal, Inc. d/b/a Bill Me Later, Inc.”) (“Defendant”), by and through counsel, jointly file this Motion to Stay Proceedings in Favor of Arbitration. In support thereof, the parties state as follows:

1. On March 25, 2019, Plaintiff filed a Complaint against Defendant wherein Plaintiff alleges Defendant violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.* (“TCPA”) in an attempt to collect a consumer debt. [Doc. 1].

2. The account that is the subject of this action is governed and controlled by written Terms and Conditions which provide that any disputes or claims “...will be resolved exclusively through final and binding arbitration, rather than in court...” (the “Terms and Conditions”). A true and correct copy of the Terms and Conditions is attached as Exhibit A.

3. Plaintiff does not challenge the validity or applicability of the arbitration clause in the Terms and Conditions and agrees to transfer this matter to arbitration.

Accordingly, the parties jointly move to stay the above-captioned matter in favor of arbitration. See *Doe v. Déjà vu Consulting, Inc.*, 2017 U.S. Dist. LEXIS 142019 at *26-27 (M.D. Tenn. Sep. 1, 2017) (recognizing that the Supreme Court has interpreted the Federal Arbitration Act to mean that a court must stay or dismiss a case in favor of arbitration “once it is satisfied that the issue is arbitrable under the agreement”) (quoting *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 400 (1967)); see also *Fazio v. Lehman Bros., Inc.*, 340 F.3d 386, 392 (6th Cir. 2003) (“[i]f a court determines that the cause of action is covered by an arbitration clause, it must stay the proceedings until the arbitration process is complete.”).

4. The parties also submit that a stay of this action will promote judicial economy and conserve judicial resources as the stay would prevent unnecessary expenditures of the Court’s resources while this matter is arbitrated pursuant to the Terms and Conditions.

5. Lastly, Defendant’s response to Plaintiff’s Complaint is due on May 1, 2019. Therefore, should this Court deny the parties’ Joint Motion to Stay Proceedings, Defendant respectfully requests that Defendant be permitted to file its response to Plaintiff’s Complaint within fourteen (14) days of the Court entering such denial.

WHEREFORE, for the foregoing reasons, the parties jointly request that this Court grant their Motion to Stay Proceedings in Favor of Arbitration.

Dated: May 1, 2019

Respectfully submitted,

/s/ F. Laurens Brock

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CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing was served via ECF on all counsel of record as follows:

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Dated: May 1, 2019

Respectfully submitted,

ADAMS AND REESE LLP

/s/F. Laurens Brock
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